

Settlement Agreement

Whereas, there is pending before the Board of School Trustees of East Allen County Schools a request to cancel the teaching contract of Amy Sorrell;

Whereas, the parties to this Agreement desire to resolve that matter without the necessity of a contested hearing;

Now therefore, it is agreed by and between East Allen County Schools, through its Superintendent, Dr. M. Kay Novotny, and Amy Sorrell, as follows:

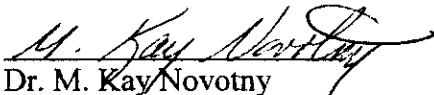
1. Mrs. Sorrell shall receive a written reprimand for one (1) count of neglect of duty for failing to inform building administrators or central office administrators of the student editors' decision not to publish the March, 2007 issue of the *Woodlan Tomahawk* prior to communicating that information to local media outlets and for one (1) count of insubordination for refusing to print the District-approved editorial statement for school-sponsored publications as directed on or about March 5, 2007, a copy of which written reprimand is attached hereto as Exhibit "A." This written reprimand shall be removed from Mrs. Sorrell's personnel file after one (1) year so long as there is no additional conduct by Mrs. Sorrell of a similar nature during this period. This reprimand shall not be included in any of Mrs. Sorrell's teacher evaluations. In addition to the reprimand, Mrs. Sorrell shall be placed on unpaid suspension for a period of five (5) days beginning May 1, 2007. During the period of unpaid suspension, Mrs. Sorrell will continue to receive all benefits and protections she and her family are entitled to receive under the EACS group health plan without any additional payment of premium other than the premium collected from active teachers for the coverage she has selected. Mrs. Sorrell and the EAEA agree not to contest the written reprimand or unpaid suspension in any fashion. If requested, Mrs. Sorrell will execute a release of claims consistent with her agreement not to contest the written reprimand or unpaid suspension.
2. The EACS administration shall dismiss all other allegations of misconduct and withdraw the pending request to cancel Mrs. Sorrell's EACS teaching contract. Any reference to these allegations and to the request will be immediately removed from Mrs. Sorrell's personnel file and shall not be referenced in any of Mrs. Sorrell's teacher's evaluations.
3. Mrs. Sorrell and the EAEA shall withdraw the request for arbitration in the pending grievance. The withdrawal shall be a full and complete resolution of the pending grievance filed on behalf of Mrs. Sorrell but that final result could not be cited by the administration in any future grievance filed by the EAEA on behalf of any other member of the certified bargaining unit, which challenged either whether a "warning notice" is disciplinary action or whether management had participated, in a meaningful fashion, in either Step 1 or Step 2 of the grievance process.

4. The written warning issued to Mrs. Sorrell on February 12, 2007 shall be removed from Mrs. Sorrell's personnel file and the warning or the allegations in the warning shall not be included in any of Mrs. Sorrell's teacher evaluations.
5. Mrs. Sorrell will remain on paid administrative leave for the remainder of the 2006-2007 school year for any days not covered by her unpaid suspension.
6. Beginning in the 2007-2008 school year, the administration will assign Mrs. Sorrell to Heritage Junior-Senior High School to an assignment consistent with Mrs. Sorrell's current teaching certifications. The administration will use its best efforts to include high school English classes in that assignment to the extent that the Heritage staffing needs permit but, in no event, is the administration making any promises to Mrs. Sorrell concerning her teaching schedule at Heritage greater than her rights under the EACS/EAEA collective bargaining agreement. Pursuant to school district policy and practice, Mrs. Sorrell will not be permitted to bid out of this position for a period of three (3) years.
7. Mrs. Sorrell will be given credit for having taught 120 days during the 2006-2007 school year for purposes of credit towards retirement.
8. Mrs. Sorrell will issue a written statement which will state as follows:
"None of the actions that I have taken or comments that I have made from January 23, 2007 through April 25, 2007 were intended to suggest that the administrators of Woodlan Junior-Senior High School have been motivated by intolerance towards homosexuality. To the extent that any other person has interpreted my comments or actions as so suggesting, I apologize."
9. The following joint statement on EACS Policy 6143 will be issued:
"EACS and Amy Sorrell reconfirm their commitment to upholding EACS Administrative Policy 6143. Specifically, Amy Sorrell acknowledges that EACS administrators have the right and duty to regulate the publication of school-sponsored publications, including establishing a uniform statement of editorial policy for all school-sponsored publications. Amy Sorrell further acknowledges that EACS administrators may review all or part of any school-sponsored publication prior to its publication in order to satisfy this obligation, and that the mere existence of prior review does not imply intolerance on the part of the administration.
For their part, EACS administrators acknowledge that students have certain rights under the First Amendment to the United States Constitution. Student writers are free to express their opinions or ideas in school-sponsored publications as long as the articles comply with the guidelines set forth in EACS Administrative Policy 6143 and any District uniform statement of editorial policy for school-sponsored publications."

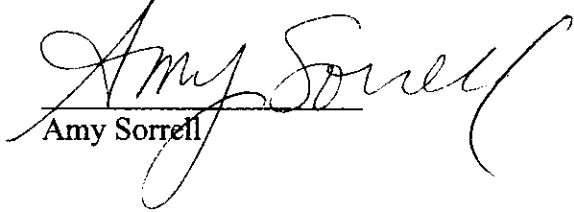
10. This Settlement Agreement is not confidential and shall be incorporated into the minutes of the School Board's May 1, 2007 meeting. Either party is free to disclose, and comment on, the Settlement Agreement.

Date: April 26, 2007

For the School District:


Dr. M. Kay Novotny
EACS Superintendent

For the Teacher:


Amy Sorrell



East Allen County Schools

1240 State Rd. 930 East, New Haven, Indiana 46774

Phone: 260-446-0100 • Fax: 260-446-0107

April 26, 2007

Amy Sorrell
Woodlan Junior-Senior High School

Dear Mrs. Sorrell:

The purpose of this letter is to give you a written reprimand for the following reasons:

1. You neglected your duty as an EACS teacher when, on or about March 9, 2007, you failed to inform building administrators or central office administrators of the student editors' decision not to publish the March, 2007 issue of the Woodlan *Tomahawk* prior to communicating that information to local media outlets.
2. You were insubordinate, on or about March 9, 2007, when you refused to print the District-approved editorial statement for school-sponsored publications even though you were given a directive to publish that statement on or about March 5, 2007.

In addition to the written reprimand, you are suspended without pay for five (5) working days beginning May 1, 2007 and then shall remain on administrative leave with pay for the remainder of the 2006-07 school year.

Pursuant to the terms and conditions of the Settlement Agreement dated April 26, 2007, this written reprimand will be removed from your personnel file after one (1) year so long as there is no additional conduct by you of a similar nature within that time period.

You are further advised and warned that similar conduct, in the future, could result in more serious disciplinary action, up to and including, termination.

Sincerely,

East Allen County Schools

By: _____

Dr. M. Kay Novotny
Superintendent

Cc: File

I acknowledge receipt of this written reprimand and notice of unpaid suspension.

Date: _____

Amy Sorrell



East Allen County Schools

1240 State Rd. 930 East, New Haven, Indiana 46774

Phone: 260-446-0100 • Fax: 260-446-0107

April 26, 2007

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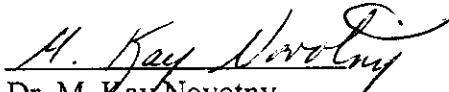
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Sincerely,

East Allen County Schools

By: 
Dr. M. Kay Novotny
Superintendent

Cc: File

I acknowledge receipt of this written reprimand and notice of unpaid suspension.

Date: 4/26/07


Amy Sorrell

STATEMENT OF AMY SORRELL
REQUIRED BY PARAGRAPH 8 OF HER
SETTLEMENT AGREEMENT WITH EACS

In accordance with paragraph 8 of her Settlement Agreement with East Allen County Schools, Amy Sorrell states as follows:

“None of the actions that I have taken or comments that I have made from January 23, 2007 through April 25, 2007 were intended to suggest that the administrators of Woodlan Junior-Senior High School have been motivated by intolerance towards homosexuality. To the extent that any other person has interpreted my comments or actions as so suggesting, I apologize.”

Statement of Amy Sorrell

April 26, 2007

“I do not agree with the reprimands that have been issued against me. However, due to my personal financial circumstances, I am not in a position to contest the disciplinary action contained in the written settlement agreement between myself and the school administration.

I am very proud of Megan Chase and the other student writers and editors at Woodlan Junior-Senior High School. The *Tomahawk* is blessed with gifted student writers and editors and I hope that they continue to write and publish an outstanding newspaper in the future.

For my own part, I look forward to working with the administration, teachers, and the students at Heritage Junior-Senior High School. Heritage is an exceptional school and I am certain that teaching there will be a rewarding experience.”